4-14-14

IN THE UNITED STATES DISTRICT COURT

U.S. DISTRICT COURT
SASTERN DISTRICT OF TEXAS

FOR THE EASTERN DISTRICT OF TEXAS

APR 1 2 1994

TYLER DIVISION

DAVID J. MALAND, CLEBY DEPUTY JAN

GERALD AHEARN, JAMES DENNIS,	§	
AND CHARLES W. JEEP, ON	§	
BEHALF OF THEMSELVES AND	§	
OTHERS SIMILARLY SITUATED,	§	
	§	
Plaintiffs,	§	
	§	6:93cv526
vs.	§	
	§	STIPULATION AND PROTECTIVE
FIBREBOARD CORPORATION,	§	ORDER
Defendant.	§	
	§	
CONTINENTAL CASUALTY	§	
COMPANY AND PACIFIC	§	
INDEMNITY COMPANY,	§	
Intervenors.	§	

Fibreboard Corporation ("Fibreboard") and Continental Casualty Company, CNA Casualty Company of California, Columbia Casualty Company, Pacific Indemnity Company (referred to hereafter collectively as "The Insurers") by and through their respective counsel, and Katherine Kinsella ("Kinsella") on behalf of Millennium Communications Group, Inc. ("Millennium") and The Kamber Group ("Kamber") HEREBY STIPULATE AND AGREE THAT:

(1) Kinsella will serve as a consultant to Fibreboard and The Insurers for the preparation, design and dissemination of the requisite Notice to the Settlement

- Class in Ahearn, et al. v. Fibreboard, et al., 6:93 CV 526 (E.D. Tex.) (the "Project").
- All documents, computer disks, other materials, or the information contained therein, provided to Kinsella, Millennium or Kamber by Fibreboard or the Insurers, any time from January 6, 1994 throughout the course of the Project, shall remain confidential and shall be made available only to employees or personnel of Kinsella, Millennium or Kamber who are actually involved in the handling of the Project.
- (3) All communications between Kinsella, Millennium, Kamber, Fibreboard, The Insurers (and the attorneys, paralegals and clerical personnel actually involved in the handling of this matter) shall remain confidential.
- (4) Upon completion of the Project, Kinsella, Millennium and Kamber shall return to Fibreboard all documents, disks, and other materials that Fibreboard or the Insurers provided to Kinsella, Millennium or Kamber.
- (5) All employees or personnel of Kinsella, Millennium or Kamber who are actually involved in the Project shall be informed of or shown a copy of this Stipulation and Protective Order.
- (6) The confidentiality terms of this Stipulation and Protective Order shall survive the termination of, or completion of, the Project.

Dated: 3/3/94	BROBECK, PHLEGER & HARRISON By Attorneys for Fibreboard Corporation
Dated: <u>3/29/94</u>	By Attorneys for Continental Casualty Company, CNA Casualty Company and Columbia Casualty Company
Dated:	WHITE & CASE
	Attorneys for Pacific Indemnity Company
Dated: 2/16/94	KATHERINE KINSELLA
	By jackerine Kinsille
	Katherine Kinsella On Behalf of Millennium Communications Group, Inc. and The Kamber Group, Inc.

Dated:	BROBECK, PHLEGER & HARRISON
	ByAttorneys for Fibreboard Corporation
Dated:	WACHTELL, LIPTON, ROSEN & KATZ
	Ву
	Attorneys for Continental Casualty Company, CNA Casualty Company and Columbia Casualty Company
Dated: $\frac{2/38/94}{}$	WHITE & CASE
	By Thursty hope
	Attorneys for Pacific Indemnity Company
Dated: 2/16/94	KATHERINE KINSELLA
·	By natherine Kinsille
	Katherine Kinsella On Behalf of Millennium Communications Group, Inc. and The Kamber Group, Inc.

Dated:	BROBECK, PHLEGER & HARRISON
	Ву
	Attorneys for Fibreboard Corporation
Dated:	WACHTELL, LIPTON, ROSEN & KATZ
	Ву
	Attorneys for Continental Casualty Company, CNA Casualty Company and Columbia Casualty Company
Dated:	WHITE & CASE
	Ву
	Attorneys for Pacific Indemnity Company
Dated: 2/16/94	KATHERINE KINSELLA
	By jackerine Kinsille
	Katherine Kinsella On Behalf of Millennium Communications Group, Inc.
	and The Kamber Group, Inc.

IT IS, THEREFORE, HEREBY ORDERED that all documents, computer disks, other materials, or the information contained therein, provided to Kinsella, Millennium or Kamber by Fibreboard or the Insurers and all communications between Kinsella, Millennium, Kamber, Fibreboard and/or The Insurers shall remain confidential.

Signed this 2 day of February, 199

MId 4-14-94

Judge Robert M. Parker United States District Judge

Cox Lagin Thattrick Inselved Lockwood Ratliff Spector Brachted Capper Parker Chachted Kaplow Angeld Angeld